

Page 1

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO - EASTERN DIVISION

LAWRENCE R. GLAZER,  
etc.,

Plaintiff,

JUDGE BOYKO

MAGISTRATE WHITE

-vs-

CASE 1:09-CV-01262

CHASE HOME FINANCE, LLC,  
et al.,

Defendants.

- - - -

CONTAINS CONFIDENTIAL TESTIMONY

- - - -

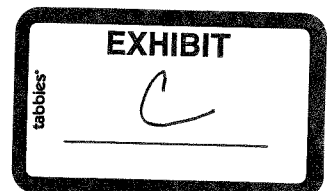
Videotaped deposition of LARRY R. GLAZER, ESQ.,  
taken as if upon cross-examination before  
Colleen M. Malone, a Notary Public within and for  
the State of Ohio, at the offices of Gallagher  
Sharp, Sixth Floor Bulkley Building, 1501 Euclid  
Avenue, Cleveland, Ohio, at 9:06 a.m. on  
Thursday, September 11, 2014, pursuant to notice  
and/or stipulations of counsel, on behalf of the  
Defendants in this cause.

- - - -

MAGNA LEGAL SERVICES

(866) 624-6221

www.MagnaLS.com



1 Q. I'm not asking for your legal opinion.

2 A. -- a personal. Okay. I was, I was about to say  
3 if you're asking for my --

4 Q. Okay.

5 A. -- personal observations --

6 Q. Okay. Yes.

7 A. -- a percipient witness to --

8 Q. No, I'm asking what you know that Mr. Chernek did  
9 with respect to your allegation that he used  
10 force or other criminal means to harm your  
11 reputation and the property.

12 MS. GLAZER: Objection. And also  
13 to ask "what do you know" goes into  
14 privilege, so I'm directing the witness  
15 anything that comes to communication from  
16 counsel or with counsel not to answer.

17 MS. BROWN: Are you instructing  
18 him not to answer this question?

19 MS. GLAZER: If it goes to  
20 communication. Your question was I want to  
21 know -- he asked you: Are you asking me  
22 for my percipient witness --

23 MS. BROWN: I don't need a  
24 speaking objection. Are you instruct --

25 MS. GLAZER: Ma'am.

1 MS. BROWN: No. I'm not, I'm not  
2 asking for a speaking objection.

3 Are you instructing him not to  
4 answer?

5 MS. GLAZER: I am going to repeat.

6 MS. BROWN: I --

7 MS. GLAZER: When it is going to a  
8 privilege, I'm going to make it for the  
9 record.

10 MS. BROWN: You already stated.

11 MS. GLAZER: If you're asking, you  
12 said, you're asking for your knowledge in  
13 response to the witness stating are you  
14 asking for my personal knowledge as a  
15 percipient witness. To the extent that you  
16 meant knowledge to include communications  
17 from counsel, I am directing the witness  
18 not to answer with respect to anything that  
19 goes into communication, privileged  
20 communication with counsel.

21 Q. Can you answer the question?

22 MS. GLAZER: With that, please  
23 respond.

24 A. I, I am not going to assess the state of the  
25 evidence. However, if, if what you are asking me

1 is whether I personally saw Mr. Chernek break in  
2 to the Bristol Road property, the answer is no.

3 Q. I haven't gotten to there, but that will be my  
4 next question.

5 Paragraph 80 -- 82 states: Specifically, on  
6 April 21st, 2009, defendants and their employees  
7 committed an unlawful breaking and entering into  
8 the residence located at Bristol Road.

9 A. Uh-huh.

10 Q. And I'm paraphrasing.

11 You have no knowledge, personal knowledge of  
12 Mr. Chernek breaking or entering into the Bristol  
13 Road property, correct?

14 MS. GLAZER: Objection.

15 A. Can't ans --

16 Q. Is that a yes or no?

17 A. Can't answer that question as phrased.

18 Q. Okay.

19 A. You're asking for personal knowledge.

20 Q. Do you have any evidence, do you know of any  
21 evidence that Mr. Chernek broke or entered into  
22 the residence at, the Bristol Road residence?

23 MS. GLAZER: Objection.

24 A. If you're asking whether I know of any evidence  
25 that Mr. Chernek drove down from the Cleveland

1 area to Upper Arlington and physically broke into  
2 the Bristol Road property, no. I have no -- I  
3 know of no evidence that Mr. Chernek personally  
4 broke into the house.

5 Q. Okay. Do you know of any evidence of whether  
6 Mr. Gormley broke or entered into the Bristol  
7 Road property?

8 MS. GLAZER: Objection.

9 A. Again, if you're asking for my -- I can state  
10 with certainty I am not a witness to any of your  
11 clients, your -- any attorneys breaking into the  
12 Bristol Road property.

13 If you're asking for the state of the  
14 evidence, well, I won't -- I can't -- I'm not  
15 here to assess it and I don't know all the  
16 evidence in the case. I, I will -- I, I can say  
17 that I personally do not know of any evidence to  
18 that effect.

19 Q. Okay. Then why did you make that allegation in  
20 your complaint?

21 MS. GLAZER: Objection.

22 Q. You've alleged that my clients broke and entered  
23 into that property; that they winterized the  
24 bathroom; they damaged the floor; they damaged  
25 the furnace and other fixtures.

1 MS. GLAZER: Is there a question?

2 Q. So what's the evidence, what evidence are you  
3 aware of that the Reimer firm directed Safeguard  
4 to enter into the property?

5 MS. GLAZER: Objection. And to  
6 the extent that, as phrased, the question  
7 calls for communication with counsel, the  
8 witness is directed not to divulge  
9 confidential attorney/client  
10 communications.

11 Other than that, please go ahead  
12 and answer.

13 A. Can you please restate your question?

14 MS. BROWN: Can you restate the  
15 question, please.

16 - - - -

17 (Thereupon, the requested portion of  
18 the record was read by the Notary.)

19 - - - -

20 MS. GLAZER: Same objection. Just  
21 carry over.

22 A. If -- honestly, counselor, I'm not sure what  
23 you're asking me to do other than assess the  
24 state of the evidence, so maybe I'm missing what  
25 you're --

1 while I wasn't a witness to anything, I do recall  
2 reviewing your interrogatories, I believe, that  
3 Nicolette answered, and I, I think, to the best  
4 of my recollection, that Nicolette identified  
5 evidence in, in one of those, in one of your  
6 interrogatories that bear on that question.

7 Q. Okay.

8 A. So I would direct you to that too, if my  
9 recollection is correct.

10 Q. Okay. Let's look at -- well, let's look back at  
11 paragraph 82.

12 A. Uh-huh.

13 Q. And you state it's your understanding Safeguard  
14 is the entity that, that entered the property,  
15 correct?

16 A. Correct.

17 Q. And you state they "...'winterized' the  
18 bathroom...".

19 What did you mean by that?

20 A. It's in quotes. I, I believe, if I recall  
21 correctly, there was something left by Safeguard  
22 indicating that it had been winterized.

23 Q. Okay.

24 A. That's, that's my recollection, but I'm ...

25 Q. Was there any damage to the bathroom due to this

1 winter -- it being winterized?

2 A. There was, absolutely.

3 Q. What damage was done?

4 A. Uhm. What I recall --

5 Q. Uh-huh.

6 A. -- is that their contractor said there was some,  
7 there was damage that involved, involved piping  
8 and -- I, I, I don't remember what specifically  
9 the, the -- there was.

10 Q. Okay.

11 A. Uhm. Uhm. But I recall the contractor telling,  
12 telling us -- trying to explain to, uhm, to me,  
13 not terribly savvy about plumbing issues and  
14 pipes and what, what had happened there and I  
15 think connectors to pipes and that sort of  
16 thing --

17 Q. What was the damage that was done to the  
18 bathroom, though.

19 A. Well the damage --

20 Q. Did you have to repair the pipes?

21 A. Yeah, we had to re -- we had to repair, uhm, the  
22 damage done because of the winterization, uhm,  
23 and the specifics I, I, I would, I would  
24 hope -- well, I don't, I don't recall the  
25 specifics.



1 Q. You don't recall the specifics of the damage to  
2 the property due to Safeguard's winterizing the  
3 property, is that correct?

4 MS. GLAZER: Objection.

5 A. Counsel, that's not what you asked me.

6 Q. Okay. Do you recall the specific damage to the  
7 floor?

8 A. I do.

9 Q. And what -- how was the floor damaged?

10 A. I remember damage to -- there was damage to the  
11 hard floors. I, I can't give you a great  
12 description --

13 Q. Okay.

14 A. -- of it -- or --

15 Q. But the floors were damaged?

16 A. -- characterization. But the floors were  
17 damaged. Stuff was moved and there was damage to  
18 the floors. Again --

19 Q. Okay.

20 A. -- I know the contractor identified that as  
21 something else we needed --

22 Q. Okay.

23 A. -- to repair, so ...

24 Q. Who was your contractor who repaired the home?

25 A. Wow. I, I remember his name was Sam.

1 Q. Sam?

2 A. That's -- yeah. I'm -- that's all I've got for  
3 you on that.

4 Q. Do you have any documents that, any documents or  
5 agreements from the contractor setting forth the  
6 repairs that needed to be done for the house?

7 A. Well, I personally am, am not aware of what  
8 documents we have regarding that. Again,  
9 Nicolette keeps all the files.

10 Q. Okay.

11 A. So if, if we have documents, Nicolette would have  
12 them, not me.

13 Q. Are you seeking from the Reimer firm the damages  
14 and the expenses that you incurred in repairing  
15 the property due to Safeguard's breaking and  
16 entering into it?

17 A. Yes.

18 Q. Okay. So are you seeking those as damages?

19 A. Yes.

20 Q. Okay. How much did it cost to repair the  
21 property?

22 A. I don't recall.

23 Q. Do you have any documents evidencing how much it  
24 cost to repair the property?

25 A. Me personally?

1 Q. Yes.

2 A. Same answer as before: Uhm, I, I personally have  
3 no idea where those are being kept, but whatever  
4 documents we have, Nicolette, uhm, would have  
5 them, whatever there is, and, and I know that at  
6 one time that there were -- we had agreements  
7 with Sam and there would be documents and there  
8 would be -- we, we paid him --

9 Q. Okay.

10 A. -- so there would be documents available.  
11 Whether we have them or we have to get them from  
12 some other source, I don't know.

13 Q. So you don't know whether they've been produced  
14 in this litigation?

15 A. I don't know what Nicolette has produced.

16 Q. Okay. And whose responsibility was it between  
17 you and Nicolette to work with Sam, the  
18 contractor, to, to -- in dealing with repairing  
19 the property? I mean were you the primary person  
20 he communicated with or was Nicolette?

21 A. You know, as with many things we, we don't, we  
22 don't designate relative responsibilities between  
23 us; we work together on that.

24 Q. Okay.

25 A. So we both had numerous discussions with, with

1 Sam during that process.

2 Q. Okay. Do you have any recollection of any of  
3 your discussions with Sam about the process in  
4 terms of repairing the house?

5 A. I, I do recall having conversations with Sam. I,  
6 I don't recall the specifics of his explanation  
7 for what damage was done due to the  
8 winterization. I do believe he thought that it  
9 was done particularly, with a particular amount  
10 of damage.

11 Q. Okay.

12 A. That I do recall. Uhm, I don't know whether he  
13 used the word -- what words he used, but, but  
14 that it was -- there was something about it that  
15 he, best of my recollection, that he thought was,  
16 was sort of above and beyond the typical  
17 winterization.

18 Q. Okay. But you don't have any of the documents,  
19 you never really looked for them in this  
20 litigation and Nicolette has the documents --

21 A. Uhm.

22 Q. -- relating to the, I'm sorry, relating to the  
23 repair of the house?

24 A. Yes. Any documents that we possess --

25 Q. Uh-huh.

1 A. -- to the best of my recollection, Nicolette  
2 would have.

3 Q. Okay.

4 A. To the best of my recollection.

5 Q. Thank you.

6 Okay. If you look at paragraph 83 it states,  
7 "On or about [June 22], 2009, Defendants and  
8 their employees, subcontractors and/or agents,  
9 intentionally and deliberately committed a second  
10 unlawful breaking and entering into the residence  
11 located at the 2498 Bristol Road...".

12 A. Uh-huh.

13 Q. Okay. And do you have any specific evidence  
14 that -- I'm sorry.

15 You allege that defendants broke into the  
16 property.

17 Which defendants are you referring to?

18 A. I -- do --

19 Q. Say --

20 A. Are you asking me to go through --

21 Q. I'm asking you which defendants --

22 A. -- the same process we went through before?

23 Q. No, I'm asking you which defendants broke into  
24 the property. Because you said --

25 A. The, the, as far as the actual physical breaking

1           into the property, Safeguard and --

2       Q.   Okay.

3       A.   -- they posted a notice identifying themselves as  
4           the ones breaking into the property.

5       Q.   Okay.

6       A.   Or on that occasion -- uhm.   Yeah, yeah, that's  
7           it.   Uh-huh.

8       Q.   Do you have any information that the Reimer firm  
9           directed Safeguard at that time in June of 2009  
10          to enter the property?

11      A.   My answer for your question regarding June 22nd  
12          would be the same as your questions regarding  
13          April 21st.

14      Q.   Okay.   Well, do you know whether the Reimer firm  
15          was representing Chase on June 22nd, 2009?

16      A.   Well, that -- I think your question is -- no, I,  
17          I don't, I don't recall and --

18      Q.   Okay.

19      A.   -- to whatever degree you're asking me for a  
20          legal conclusion about the representation, I  
21          wouldn't be able to answer that.

22      Q.   It's not a legal conclusion.   I'm asking you  
23          whether you know --

24      A.   I don't know anything about the representation  
25          agreements --

1 Q. And --

2 A. -- custodian held -- or, or actually --

3 Q. Yes.

4 A. -- I don't -- your clients may have been holding  
5 the note at that time. I don't know. I don't  
6 know when they held -- I don't know.

7 But you're asking me to assess the evidence  
8 that we may have regarding that particular issue,  
9 and, unfortunately, I'm not in a position to do  
10 that.

11 Q. Okay. If you look at paragraph h.

12 A. Okay.

13 Q. You state that "On [December 18], 2008 Defendants  
14 First American, RACJ, Mr. Chernek, and Beth  
15 Cottrell filed a Motion for Summary Judgement and  
16 attachments falsely representing that a three  
17 page note allegedly signed by Charles W. Klie  
18 represents a true and accurate copy of the  
19 original instrument they owned and held and that  
20 the Klie account was in default from either  
21 [January 1], 2008 or [February 1], 2008."

22 So what was false about the representation  
23 that the three-page note was a true and accurate  
24 copy of an original instrument?

25 A. Well, that representation is on its face false,

1 based on the ultimate presentation of a five-page  
2 note, if I recall correctly, when the Court  
3 ordered your clients to turn over, or allow us to  
4 see the original note, it turned out that it was  
5 five pages and not three.

6 So while again I'm, I'm not in a position to  
7 assess all of the evidence that we have there, I  
8 was a percipient witness to the presentation of  
9 the original note and so I do recall recognizing  
10 right then and there that, that the claim that  
11 the three-page note was a true and accurate copy  
12 of the original instrument was simply false.

13 Q. Okay. Let's talk about your viewing of the note.

14 Do you know when you viewed, the first time  
15 you viewed the original note?

16 A. I don't recall.

17 Q. Okay. Where were you when you viewed the  
18 original note for the first time?

19 A. I don't know, but I -- to the best of my  
20 recollection it was in a court outside of a, in a  
21 courthouse in, in Columbus, I believe.

22 Q. Okay. Who was present when you viewed the note?

23 A. Nicolette was present. After that, I'll go with  
24 I don't recall. I believe that maybe an attorney  
25 from the estate might have been present. I



1 believe there was a clerk or someone

2 would -- I -- someone -- I don't know.

3 Q. Okay. And how long did you take -- how much time  
4 did you spend reviewing the note or looking at  
5 the note?

6 A. Oh, it was very brief. And my recollection is  
7 we, we looked at it and we were given a copy.

8 Q. Who gave you the copy?

9 A. I don't recall.

10 Q. Okay. Was it an attorney?

11 A. I don't recall.

12 Q. Was it a female?

13 A. I don't recall.

14 Q. Okay. And can you describe to me the note?

15 Describe to me what you saw. How many pages was  
16 the note?

17 A. To the best of my recollection, the note was five  
18 pages.

19 Q. Okay. What did it consist of?

20 A. I don't know.

21 Q. You don't know what it consisted of?

22 A. I don't recall what -- I mean I don't know how to  
23 answer that question. I recall the fifth page  
24 being the most interesting page.

25 Q. What, what was the fifth page?

1 A. Okay.

2 Q. So, now if you look at the affidavit of Nicolette  
3 Glazer, it says "On [March 18], 2009 I inspected  
4 a promissory note consisting of four pages, a  
5 copy of said note was provided to me by  
6 Plaintiff's agent and is attached to this  
7 Affidavit as Exhibit A-1."

8 A. All right. Uh-huh.

9 Q. So let's look at Exhibit A-1.

10 A. Okay.

11 Q. Okay. So how many pages does Exhibit A-1 consist  
12 of?

13 A. It looks like five.

14 Q. Okay. So the affidavit states that the exhibit  
15 that she viewed was four pages, but what's  
16 attached here has an additional page.

17 A. Okay.

18 Q. Page five.

19 A. Okay. I'm sorry, it states where?

20 Q. The affidavit --

21 A. Okay.

22 Q. -- of Mrs. Glazer --

23 A. Okay. Right, right.

24 Q. -- your wife, counsel here --

25 A. Yeah.

1 Q. -- states, "On [March 18]...I inspected a  
2 promissory note consisting of four pages, a copy  
3 of said note was provided to me by Plaintiff's  
4 agent and is attached to this Affidavit as  
5 Exhibit...1."

6 A. A-1, yeah. Uh-huh.

7 Q. So the first four pages.

8 A. All right.

9 Q. The first page says "Note" and it has "Page 1 of  
10 3" on it.

11 A. Uh-huh.

12 Q. Second page has a "Page 2 of 3."

13 A. Uh-huh.

14 Q. The third page has "Page 3 of 3" on it, correct?

15 A. Yes.

16 Q. Okay. So those three pages consist of a document  
17 with a heading on it that says "Note," correct?

18 A. Right.

19 Q. Okay. Now, the next page says

20 "Signature...Affidavit."

21 A. Right.

22 Q. Okay. Are you contending that this is a note,  
23 part of a note?

24 A. You're asking me for a legal conclusion that  
25 was --

1 Q. No, you told me the note is five pages, so I'm  
2 asking you is this Signature/Name Affidavit part  
3 of the note that you saw?

4 A. Well --

5 MS. GLAZER: Objection.

6 A. -- I believe you're asking me to make a legal  
7 conclusion as to what constitutes a note, if  
8 attachments to a note are part of a note. I'm  
9 not an expert in that and I can't offer a  
10 conclusion on that.

11 Q. Okay. Well, Mrs. Glazer's affidavit states that  
12 the note had four pages. You said when you  
13 viewed the originals that it was five pages.

14 So what is it, four or five pages?

15 A. Well, I -- you said I stated. Are you referring  
16 to the foreclosure complaint?

17 Q. No.

18 A. I mean the --

19 Q. Your testimony here was that when you viewed the  
20 original note it was five pages.

21 A. Uh-huh. I recall the note that was turned over  
22 being five pages. I could be wrong, but I  
23 recall -- I thought it was five pages.

24 Q. Okay.

25 A. It says "Note" up front. If, if attachments to

1 consumer debt; and threatening to take  
2 non-judicial action to effect disposition of the  
3 property."

4 Do you recall how many notices were posted.  
5 This is the front door.

6 A. Uh-huh.

7 Q. Okay. How many notices were posted on the front  
8 door?

9 A. I do not know, nor did I ever know.

10 Q. Okay. Did you ever see the notices on the front  
11 door?

12 A. On the front door? No.

13 Q. The ones you're referencing in paragraph 104?

14 A. Well, are you asking me if I saw notices on the  
15 front door or if ever saw the notices?

16 Q. Well, paragraph 104 states that you posted  
17 conspicuous note --

18 A. Uh-huh.

19 Q. -- that the "Defendants...posted conspicuous  
20 notices on the front door of the Bristol  
21 property...".

22 A. Uh-huh. I never saw, to the best of my  
23 recollection, a notice posted on the front door.

24 Q. Okay. And do you have in your possession notices  
25 that you're alleging were posted to the front

1 door?

2 A. I don't have them in my possession. I do not  
3 know if Nicolette has any, any of those notices.

4 Q. Okay.

5 A. I don't know.

6 Q. Okay. Okay. So you represent that the prior  
7 owner of the property was deceased at the time  
8 that these notices were posted, correct?

9 A. Correct.

10 Q. Okay. And that the property was a probate asset  
11 until July 26, 2008, correct?

12 A. That's what it says here.

13 Q. So would it be on July 26, 2008 that the property  
14 was transferred to you?

15 A. Well, unless there was another confusion on  
16 dates. That seems to be what the, what the --

17 Q. Okay.

18 A. -- what that represents.

19 Q. And you allege that the property was not  
20 abandoned, correct?

21 A. That is correct.

22 Q. Okay. And you have no knowledge as to whether  
23 any of the other absent class members here  
24 abandoned their property that was subject to  
25 foreclosure?

1 Q. Okay. So you're claiming lost opportunity  
2 damages in this FDCPA case now?

3 A. I'm attempting to explain what you read to me  
4 there.

5 Q. Okay.

6 A. And my understanding is that, as I'm listening to  
7 you, it sounds to me like what that is is a claim  
8 for lost opportunity during the foreclosure  
9 case --

10 Q. Okay.

11 A. -- so ...

12 Q. So Ms. -- who investigated the -- who spent the  
13 847 hours investigating the foreclosure?

14 A. I don't have the document in front of me. If, if  
15 that's the number that's said there -- actually,  
16 without having the document, I, I really can't  
17 answer that question.

18 Q. Is there a document that shows that either you or  
19 Mrs. Glazer spent 847 hours investigating the  
20 foreclosure?

21 A. A document? Define "document"?

22 Q. You just said "I don't have the document in front  
23 of me."

24 A. You're reading from a document. I don't have  
25 that in front of me, whatever you're reading

1 from.

2 Q. I'm reading from my notes.

3 A. Oh, I'm sorry. Okay. Well, I don't know where  
4 you received that number, but I imagine that  
5 Nicolette sent a document to you with that. If  
6 that's incorrect, I'm -- I stand corrected.

7 Q. Okay.

8 A. But I, I --

9 Q. Okay. Well, with respect to investigating the  
10 foreclosure --

11 A. Uh-huh.

12 Q. -- did you record your time for investigating the  
13 foreclosure?

14 A. I did no investigation regarding the foreclosure.

15 Q. Okay. So you're not seeking any attorney's fees  
16 or any damages with respect to your time for  
17 investigating the foreclosure?

18 A. I did not investigate the foreclosure, so I would  
19 not be seeking any, anything for me personally  
20 regarding --

21 Q. Okay.

22 A. -- regarding investigation of the foreclosure.

23 Q. So are you claiming any as actual damages here  
24 from Mrs. Glazer's time in investigating the  
25 foreclosure?



1 Q. -- a citation of pages.

2 Did you review those pages --

3 A. No.

4 Q. -- in conjunction with reviewing these responses?

5 A. No.

6 Q. So you don't know whether those citations are  
7 responsive to the Interrogatory No. 14?

8 A. I have no personal knowledge about that.

9 Q. Okay.

10 - - - -

11 (Thereupon, Defendants' Exhibit M, Email  
12 Chain, Ending Date 7-10-08, with Attachments,  
13 was marked for purposes of identification.)

14 - - - -

15 THE NOTARY: Exhibit M.

16 Q. Handing you what has been marked Exhibit M and I  
17 will represent to you these are the documents  
18 your counsel produced to me in response for  
19 request for production of documents. They're  
20 Bates numbered GLAZER000001 through GLAZER000175.

21 Okay. Take a minute to look through those.

22 A. What do you want me to look for?

23 Q. Were you involved in the gathering of any of  
24 these documents that your counsel provided to me  
25 in this litigation?

1 MS. GLAZER: Objection. To the  
2 extent if there is any responsive answer  
3 that would involve communications with  
4 counsel, do not provide such communication  
5 information.

6 A. Are you asking -- I want to be sure I understand  
7 your question.

8 Q. Okay. That's fair.

9 A. Whether -- okay. Whether as part of this  
10 discover -- or of this -- your request whether I  
11 was involved in the gathering or whether years  
12 earlier I might have come up with --

13 Q. This request. Yeah, these documents. Okay?

14 A. No.

15 Q. Years earlier did you look for, search for  
16 documents related to this litigation?

17 A. It's possible that if at one time I had a  
18 document in my possession, Nicolette might have  
19 asked me for it and I would have --

20 Q. Okay.

21 A. -- given to it her then.

22 Q. Okay. With respect to the request for production  
23 of documents --

24 A. Uh-huh.

25 Q. -- that I served on you --

1 A. Yeah.

2 Q. -- did you review those?

3 A. No.

4 Q. You did not review them and undertake any  
5 investigation or search to gather any responsive  
6 documents to the request for production that I  
7 served?

8 A. Not that I recall.

9 Q. Okay. And did -- so that means you didn't search  
10 your email account to look for any documents?

11 A. No.

12 Q. Okay. So I had asked for email communications  
13 between you and various entities.

14 So my question is: You did not in the last  
15 several months search any of your email accounts  
16 for any email communications related to this  
17 litigation?

18 A. I don't believe so.

19 Q. Okay.

20 A. Not to the best of my recollection.

21 Q. Did you review any of the documents in this  
22 package before your attorney sent them to me?

23 A. I can't say if I, if I reviewed any of the  
24 documents. I can tell you I did not review the  
25 package.

1 Q. Okay. Was the name of the contractor that  
2 remediated your house Accurate Building Services?

3 A. That sounds correct to me. Best I recall that  
4 was, that was the name.

5 Q. Okay. And are any of the documents here, because  
6 I can't, I can't tell what any of this is, any of  
7 the documents here invoices that were sent to you  
8 for remediation of the property?

9 A. Remediation?

10 MS. GLAZER: Objection to form.

11 Q. Or for renovation to the property, remediation,  
12 fix the property due to the damage by Safeguard?

13 A. Well, remediation -- okay. I'm -- are any -- I  
14 don't know what documents are here, so I can't  
15 answer your question. If you want to direct me  
16 to something, I'll try.

17 Q. Well, I don't know what any of this is, so --

18 A. Oh.

19 Q. -- I'm trying to figure out what documents  
20 support your claim that you incurred \$21,135 to  
21 remedy the damages to the property as a result of  
22 the two illegal entries.

23 MS. GLAZER: Objection to form.

24 Q. So can you identify any documents in here that  
25 support your claim that you incurred \$21,135 to